

3. That upon deposit of the Interpleaded Funds with the Court, M&T Bank shall be dismissed from this action; and it is further ORDERED

4. That upon deposit of the Interpleaded Funds with the Court, M&T shall be discharged from any liability to Defendants, Nathaniel L. Akers (“Akers”) and Del Conca USA, Inc. (“Del Conca”) with respect to the Funds; and it is further ORDERED

5. That upon deposit of the Interpleaded Funds with the Court, Akers and Del Conca are permanently enjoined from instituting, prosecuting or claiming that M&T is liable to it on account of the Funds before any Federal Court, State Court, agency or any other governing authority, including, but not limited to, in the New York State Court Action (as that term is defined by the Motion); and it is further ORDERED

6. That upon deposit of the Interpleaded Funds with the Court, Akers and Del Conca shall interplead as to the Interpleaded Funds; and it is further ORDERED

7. That upon deposit of the Interpleaded Funds with the Court, Del Conca shall be named the Plaintiff and Akers shall be named as the Defendant; and it is further ORDERED

8. M&T is entitled to an award of attorneys’ fees and expenses in this matter in the amount of \$18,000.00, which this Court determines to be reasonable and necessary.

Honorable George J. Hazel
United States District Judge

Copies to:

All counsel of record.

Nathaniel L. Akers, Defendant.